

**CERTIFIED FOR PUBLICATION**

IN THE COURT OF APPEAL OF THE STATE OF CALIFORNIA

FOURTH APPELLATE DISTRICT

DIVISION THREE

In re Marriage of PATRICIA J. and  
ROBERT A. MINKIN.

PATRICIA J. MINKIN,

Appellant,

v.

ROBERT A. MINKIN,

Respondent.

G052947

(Super. Ct. No. 02D009601)

ORDER MODIFYING OPINION  
AND CERTIFYING OPINION FOR  
PUBLICATION; NO CHANGE IN  
JUDGMENT

It is ordered that the opinion filed in the above-entitled matter on April 24, 2017, is hereby MODIFIED as follows:

1. On page 3, the second sentence of the second full paragraph, beginning with “Patricia stopped working,” delete the words “to become a stay-at-home mom” so the sentence reads:

Patricia stopped working as a certified surgical technician after the couple’s first child was born in 1983.

2. On page 4, the third sentence of the last paragraph, beginning with “Robert lost his position with Exempla,” delete the comma after the words “January 2010” so the sentence reads:

Robert lost his position with Exempla in January 2010 when a new company purchased the hospital and replaced the management team.

3. On page 5, the first full sentence at the top of the page, beginning with “He did not pay her a percentage,” delete the word “any” and replace it with the word “his,” insert the word “components” between the words “compensation” and “because,” and delete the words “did not consider his other compensation components qualified” and replace them with the words “concluded they did not qualify” so the sentence reads:

He did not pay her a percentage of his other compensation components because he concluded they did not qualify as an annual bonus under the stipulated judgment.

4. On page 5, the last sentence of the first full paragraph, beginning with “The next year, Patricia suffered,” delete the entire sentence.

5. On page 5, the first sentence of the third full paragraph, beginning with “Shortly before he received,” delete the dollar amount “\$48,000” and replace it with the amount “\$98,000” so the sentence reads:

Shortly before he received that additional \$98,000 bonus, and after learning Patricia was cohabitating with Stan Burnett in a romantic relationship, Robert filed a request to terminate or reduce spousal support, including the additional support based on his bonuses.

6. On page 7, the second sentence of the second paragraph, beginning with “They agreed the payments,” insert the words “with Robert’s experts” between the words “They agreed” and “the payments” so the sentence reads:

They agreed with Robert's experts the payments Robert received under the senior management incentive plan were bonuses, but they disagreed that only a portion of the payments Robert received under the 457(f) long-term incentive plan were bonuses.

7. On page 8, the last sentence of the only full paragraph, beginning with "Finally, the court concluded," delete the word "portion" between the words "entitled to any" and "of the \$98,000" so the sentence reads:

Finally, the court concluded Patricia was not entitled to any of the \$98,000 Robert received from The Camden Group in December 2012 because she failed to show it constituted a bonus Robert received before the court terminated the additional spousal support.

8. On page 8, the second sentence in footnote 2, beginning with "The precise amount," delete the words "The precise amount," and delete the word "was" and replace it with the word "totaled" so the sentence reads:

Robert's combined overpayments totaled \$30,308.

9. On page 16, fourth sentence of the first paragraph, beginning with "Moreover, the court's comments about this evidence," delete the words "fails to establish any error because they" so the sentence reads:

Moreover, the court's comments about this evidence are consistent with the rule of contract interpretation that the parties' expressed objective intent governs, not their unexpressed subjective understanding.

10. On page 16, last sentence of the first paragraph, beginning with "Patricia's testimony about her understanding," delete the word "fairly" so the sentence reads:

Patricia's testimony about her understanding of the term may be viewed as her unexpressed subjective intent rather than the parties' expressed objective intent.

11. On page 16, the fifth sentence of the second paragraph, beginning with “The trial court received and acknowledged this evidence,” delete the word “testimony” between the words “Robert’s” and “during the hearing” and replace it with the word “explanation” so the sentence reads:

The trial court received and acknowledged this evidence, but expressly gave it little, if any, weight based on Robert’s explanation during the hearing.

12. On page 18, the first sentence of the first full paragraph, beginning with “Whether an award of attorney fees,” delete the word “a” between the words “is based on” and “statutory or contractual” so the sentence reads:

Whether an award of attorney fees is based on statutory or contractual provisions, “[t]he trial court has broad discretion to determine the amount of a reasonable fee, and the award of such fees is governed by equitable principles.”

13. On page 18, the first set of citations in the second full paragraph, beginning with “(PLCM, at p. 1095,” insert “*supra*, 22 Cal.4th” between “PLCM,” and “at p. 1095” and insert “*supra*, 226 Cal.App.4th,” between “*Hill*,” and “at p. 1196” so the citations read:

(*PLCM*, *supra*, 22 Cal.4th at p. 1095; *Hill*, *supra*, 226 Cal.App.4th at p. 1196 [“We will reverse a fee award only if there has been a manifest abuse of discretion”].)

14. On page 18, the third sentence of the last paragraph, beginning with “The foregoing authorities demonstrate,” delete the words “what amounts to” and replace them with the words “the precise amount of” so the sentence reads:

The foregoing authorities demonstrate the trial court is vested with broad discretion to determine the precise amount of reasonable attorney fees even

when the parties agree the prevailing party is entitled to recover his or her fees and costs.

15. On page 19, the second sentence of the first full paragraph, beginning with “Although the court awarding,” delete the words “the court” at the start of the sentence so it reads:

Although awarding the exact amount of overpayment may be evidence the trial court abused its discretion, it is not enough to overcome the presumption in favor of the court’s decision and establish an abuse of discretion as a matter of law.

16. On page 19, the last sentence of the first full paragraph, beginning with “Indeed, even though the two amounts match,” delete the word “Indeed” at the start of the sentence and capitalize the word “even” so the sentence reads:

Even though the two amounts match, that alone does not mean the fee amount was not reasonable based on the surrounding circumstances.

17. On page 20, the fifth sentence of the second paragraph, beginning with “Moreover, a fair reading of the court’s decision,” delete the words “lacked of access to” and replace them with the words “shortage of” so the sentence reads:

Moreover, a fair reading of the court’s decision shows it concluded Patricia’s purported shortage of funds did not justify awarding her more in fees than was reasonable under the stipulated judgment.

18. On page 24, the fifth sentence of the last paragraph, beginning with “The court did not more broadly prevent,” delete the word “she” between the words “credibility, and” and “made no effort” and replace it with the word “Patricia” so the sentence reads:

The court did not more broadly prevent Patricia from attacking Robert’s credibility, and Patricia made no effort to explain she purportedly sought to

challenge Robert's credibility on when he received the bonus payment, not on how he defined a bonus.

These modifications do not change the judgment.

The Association of Certified Family Law Specialists has requested that our opinion be certified for publication. It appears that our opinion meets the standards set forth in California Rules of Court, rule 8.1105(c). The request is GRANTED.

ARONSON, J.

WE CONCUR:

O'LEARY, P. J.

BEDSWORTH, J.